

June 17, 2009

Honorable Robert D. Drain  
Docket Number 05-44481 (RDD)  
United States Bankruptcy Judge -- Southern District of NY  
One Bowling Green  
New York, NY 10004-1408

Re: Delphi Severance Pay Termination Docket Number 05-44481 (RDD)  
June 1, 2009 Master Disposition Agreement, Article 9.5.11.

Dear Judge Drain,

I am writing in objection to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. This article declares that severance payments will be terminated upon the closing date (emergence date).

In December, 2008, I signed a Separation Contract Agreement with Delphi stipulating that I would receive severance pay equal to one year's salary in exchange for any and all release of claims against Delphi at the time of my separation and in the future. This contract was entered into during bankruptcy and is not a benefit entitlement, but a contract liability. I expect the contract to be honored by Delphi.

I began receiving separation payments in January, 2009, on a bi-monthly basis (those separated previously received lump sum distributions). I also began my efforts to find employment at that time. I was and am dependent upon that income to pay my mortgage and support my family until I find other employment. As you well know, the economy is not friendly towards job-seekers at this time.

I spent 30 years working for GM/Delphi, 1979 to 2009. The plant I worked in was closed September, 2007. I was able to continue working for Delphi from home for 1.3 years so that I may retire with a pension and health care and life insurance benefits. You are aware of what has happened to my health care and life insurance benefits; at 53 years old, my pension is small and will soon be smaller (PBGC transfer) barely covering the cost of my insurance. To lose my severance in addition to the loss of Delphi supplemented insurance premiums and half of my pension may result in the loss of my home and everything else I have worked so hard to acquire and provide for my family. This kind of abuse by Delphi and GM of their dedicated retirees and former employees is unconscionable.

I deplore you to *deny* Delphi and its successor's abolishment of this contract.

Respectfully,  
  
Cathleen Carroll